

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PARKER HOUSE  
MANUFACTURING CO., INC., a  
California Corporation,

Plaintiff,  
v.

WELTON USA, LTD., a Texas  
Corporation, RENT-A-CENTER, INC.  
a Delaware Corporation, and Does 1 –  
10 inclusive  
Defendants.

Case No. CV 08-08537-GW (MANx)

**FINAL JUDGMENT, INCLUDING  
PERMANENT INJUNCTION,  
AGAINST DEFENDANT WELTON  
USA, LTD.**

## To Inclusive Defendants.

The Court, pursuant to the Stipulation for Entry of Judgment, Including Permanent Injunction, Against Defendant Welton USA, Ltd. (“Stipulation”) of the parties and as otherwise agreed to in writing by the parties, hereby ORDERS, ADJUDICATES and DECREES that final judgment, including a permanent injunction, shall be and hereby is entered on the Complaint in the within action as follows, and any defined terms shall have the meaning as specified in the Stipulation or as otherwise defined herein:

A. **Permanent Injunction.** Defendant Welton USA, Ltd. ("Welton USA"), its owners, officers, directors, assignees, transferees, employees, agents and representatives, and all other persons, firms, or entities acting in concert or participating with it, are enjoined from directly or indirectly, or authorizing or assisting any third party to engage in, any of the following activities:

- (i) manufacturing, selling, offering for sale, using, importing or exporting any expandable TV carts that infringe United States Patent, Patent No. US 7,441,846 B2, ("the '846 patent") including without limitation expandable TV carts associated with Welton USA stock numbers AV96K, AV96C, AV84K, and AV84C. A copy of the '846 patent is attached hereto as Exhibit A;
  - (ii) manufacturing, selling, offering for sale, using, importing or exporting any products that include, or that are combined with, any expandable TV cart that infringes the '846 patent, including without limitation expandable TV carts associated with Welton USA stock numbers AV96K, AV96C, AV84K, and AV84C; and
  - (iii) distributing any marketing material showing any expandable TV cart that infringes the '846 patent.

B. Phase-out Period. Notwithstanding the provisions of paragraph A herein, Welton USA is permitted to sell 300 expandable TV carts to its pre-existing customers other than to Big Sandy Superstores. Welton USA shall provide to Parker House on a monthly basis a list of the customers to whom such sales are made.

C. No Appeals and Continuing Jurisdiction. No appeals shall be taken from this Judgment, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any

111

22

23 | 111

24

25

26

///

1 violation of the terms of this Judgment, including the within Permanent  
2 Injunction, by either party.

3 D. No Fees or Costs. Each party shall bear its own fees and costs.

4  
5 IT IS SO ORDERED, ADJUDICATED AND DECREED.  
6

7 Dated: February 9, 2009  
8

  
United States District Judge

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28